

KEY INFORMATION SUMMARY SHEET

Request For Proposals No. 09-22-004

Real Estate Services



RFP Issue Date: **October 16, 2008**

Procurement Officer: **Jean Peterson**
410-514-7358
(FAX) 410-514-7313

Submit Proposals to: **Dept. of Housing and Community Development**
Attention: J. Peterson
100 Community Place; Room 3.607
Crownsville, MD 21032-2023

For directions, click on "Contact Us" on the DHCD website:

<http://mdhousing.org/Website/home/index.aspx>

Proposals Due: **November 14, 2008; 12:00 noon**

Anticipated Contract Start: **November 24, 2008**

Minority Business Enterprises and Small Businesses are encouraged to respond to this solicitation

Notice: Any prospective Offeror who received this document from a source other than the Issuing Office should immediately advise the Issuing Office of its name and mailing address, so that amendments to the RFP and other communications can be sent to them.

The Maryland Department of Housing and Community Development (DHCD) pledges to foster the letter and spirit of the law for achieving equal housing opportunity In Maryland.

TABLE OF CONTENTS

1.	Proposal Information	3
1.1	Purpose	
1.2	Issuing Office and Procurement Officer	
1.3	Questions	
1.4	Submission Requirements/Deadline	
1.5	Multiple Proposals	
1.6	Bid/Proposal Affidavit	
1.7	Preparation of Price Proposal	
1.8	Incurred Expenses	
1.9	Amendment or Cancellation of the RFP	
1.10	Disclosure	
1.11	Minority Business Enterprises (MBEs)	
1.12	Conflicts of Interest	
1.13	Compliance with Law	
1.14	False Statements	
1.15	Electronic Funds Transfer	
1.16	Acceptance of Terms and Conditions	
2.	Contract Information and Provisions	6
2.1	Parties to the Contract/Standard Terms	
2.2	Contract Term	
2.3	Compensation and Method of Payment	
2.4	Contractor Responsibilities	
2.6	Indemnification	
2.7	Contract Affidavit	
3.	Scope of Services	9
3.1	Background Information	
3.2	Contractor Duties	
3.3	Reporting/Documentation	
3.4	Estimated Annual REO Sales Information	
4.	Minimum Qualifications	11
5.	Proposal Format	12
5.1	Technical Proposal	
5.2	Price Proposal	
6	Evaluation and Award	13
6.1	Evaluation Proposal Selection Criteria	
6.2	Price Proposal Selection Criteria	
6.3	Weighting of Technical and Price Proposals	
6.4	Award	

Attachments

- A. Contract Terms
- B. Bid/Proposal Affidavit
- C. Contract Affidavit
- D. Minority Business Enterprise (MBE) Participation Package
- E. Living Wage Requirement
- F. Affidavit of Agreement (Living Wage)
- G. Price Proposal Form

1. PROPOSAL INFORMATION

1.1 Purpose

The Department of Housing and Community Development (DHCD), a principal department of the State of Maryland (State) is seeking the services of a real estate company (the Contractor) to provide real estate services for real property assets acquired by DHCD through the Division of Credit Assurance (DCA), known as the Real Estate Owned (REO) portfolio.

In its role as a housing finance agency, DHCD takes possession of certain properties whose owners can no longer fulfill the obligation of their mortgage held by the agency. These foreclosed REO properties are located throughout the State. The Contractor will rehabilitate (when so directed by DHCD), repair, market and sell the properties and will be responsible for maintenance and security and such other provisions as described in the Scope of Services, Section 3.

1.2 Issuing Office and Procurement Officer

The sole point of contact in the State for purposes of this solicitation is the Procurement Officer at the Issuing Office as follows:

Jean Peterson
Procurement Officer
Department of Housing & Community Development
100 Community Place, Room 3.607
Crownsville, MD 21032
Telephone: (410) 514-7358
Fax: (410) 514-7313
e-mail address: peterson@mdhousing.org

1.3 Questions

Questions will be accepted from prospective Offerors and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer.

The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all offerors who are known to have received a copy of this RFP.

1.4 Submission Requirements/Deadline

An original and four (4) copies of the technical offer, in a sealed envelope captioned "Technical Proposal – Real Estate Services," and an original and four (4) copies of the Price Proposal (Attachment G) in a separate envelope captioned "Price Proposal– Real Estate Services," must be received by the Procurement Officer at the Issuing Office no later than **November 14, 2008**, at 12:00 noon.

Any late proposal, late request for modifications, or late request for withdrawal will not be considered. Offerors mailing their proposals should allow sufficient mail and internal delivery time to ensure receipt

of their proposals by the Procurement Officer prior to the established closing date and time. Opened proposals will not be returned to Offerors.

1.5 Multiple Proposals

Multiple proposals will not be accepted from an Offeror in response to this solicitation.

1.6 Bid/Proposal Affidavit

Each offeror shall complete and submit the Bid/Proposal Affidavit on the form attached as Attachment B, in the envelope as part of its Technical Proposal.

1.7 Preparation of Price Proposal

An original and four (4) copies of the Price Proposal form (Attachment G) shall be submitted in the manner specified in section 1.4 above. Price Proposals shall be typewritten or written legibly in ink. **Do not alter or change any wording on the Price Proposal form.** All erasures shall be initialed in ink by the signer. All offers shall be signed by an individual authorized to bind the Offeror.

1.8 Incurred Expenses

DHCD and the State are not responsible for any expenses which may be incurred by Offerors in preparing and submitting proposals in response to this solicitation.

1.9 Amendment or Cancellation of the RFP

If this RFP requires amendment, written notice of the amendment will be given to all prospective Offerors who are known to have received this RFP. Receipt of amendments must be acknowledged in writing by prospective Offerors to DHCD. Acknowledgment by facsimile is permitted. DHCD reserves the right to modify, amend or cancel this RFP if DHCD determines, in its sole discretion, that it is in the best interest of DHCD to do so.

1.10 Disclosure

Proposals submitted in response to this RFP are subject to disclosure pursuant to the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Offerors must identify specifically those portions of their proposals, if any, which they deem contain confidential or proprietary information or trade secrets and must provide justification why such materials should not, upon request, be disclosed under the Maryland Public Information Act.

1.11 Minority Business Enterprises (MBEs)

- A. A Minority Business Enterprise (MBE) subcontractor participation goal of 10% has been established for this procurement. The successful Offeror shall structure its subcontracts in a good-faith effort to achieve that goal using businesses certified by the State of Maryland as minority owned and controlled.
- B. MBE requirements are specified in Attachment D of this RFP. Attachment D-1 **must** be completed, signed and submitted with each bid or proposal. **Bids or proposals submitted without this**

attachment completed and fully executed shall be deemed non-responsive or not reasonably susceptible of contract award.

- C. A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755; phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>; select the *MBE Program* label. The most current and up-to-date information on MBEs is available via the website.
- D. Minority Business Enterprises are encouraged to respond to this solicitation as prime contractors. MBE vendors must be certified by the Maryland Department of Transportation, Office of Minority Business Enterprise. Direct all certification-related questions to:

Office of Minority Business Enterprise
Maryland Department of Transportation
P.O. Box 8755
BWI Airport, Maryland 21240-0755
(410) 859-7328
http://www.mdot.state.md.us/MBE_Program/

- E. Maryland-certified minority contractors shall include the certification number on the Price Proposal. Prime contractors who are themselves MBE-certified must meet the MBE subcontract participation goal.
- F. By its response to this solicitation, the Offeror acknowledges the MBE subcontract participation goal and affirms that the approved MBE participation level is a contract deliverable to be performed by one or more certified MBEs. During the term of the contract, the successful Offeror shall comply with the Minority Enterprise Utilization Plan described in Attachment D.

1.12 Small Businesses

Although this is not a Small Business Reserve procurement, small businesses are encouraged to respond to this solicitation and to register with the Maryland Department of General Services for the Maryland Small Business Reserve Program through a self-certification process at <https://www.smallbusinessreserve.maryland.gov/registration/>.

1.13 Conflicts of Interest

The Offeror shall describe in detail its existing system for identifying conflicts of interest. The Offeror shall also identify any conflicts of interest which may arise and shall describe how it proposes to resolve such conflicts.

1.14 Compliance with Law

By submitting a proposal in response to this solicitation, the Offeror, if selected for award, agrees that it will comply with all Federal, State and local laws applicable to its activities and obligations under the Contract. By submitting a proposal in response to this solicitation, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of Contract.

1.15 False Statements

Bidders are advised that section 11-205.1 of the State Finance and Procurement Article, Annotated Code of Maryland provides as follows:

- A. In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- B. Aiding or conspiring with others - A person may not aid or conspire with another person to commit an act under subsection (A) of this section.
- C. Penalty - A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.16 Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 Vendor Electronic Funds Registration Request Form may be downloaded from: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.17 Acceptance of Terms and Conditions

By submitting a proposal in response to this solicitation, the Offeror shall be deemed to have accepted all terms and conditions set forth in the solicitation.

2. CONTRACT INFORMATION AND PROVISIONS

2.1 Parties to the Contract/Standard Terms

The Contract to be entered into as a result of this solicitation shall be by and between the successful Offeror as Contractor and DHCD, and shall include the terms and conditions of Attachment A attached to this solicitation and generally the provisions of this solicitation. Offerors are encouraged to read the standard Contract Terms included as Attachment A carefully, as this document contains applicable contract terms which shall govern any resulting contract. **Vendors who propose modifications to the terms of Attachment A, Contract Terms and Conditions, may have their proposals rejected.**

2.2 Contract Term

The contract shall begin upon signature by appropriate State officials, and shall extend for a period of approximately twenty (20) months, to end June 30 2010. The State may renew the Contract beyond its initial period for a maximum of three (3) one-year periods. Renewal will be on the same terms and conditions, by giving the contractor written notice of the State's intent to renew for each additional one

year period at least thirty days prior to the end of the then current period. The exercise of this right to renew is a unilateral option of the State, which the State may or may not exercise each year in its sole subjective discretion.

Thirty days before the end of the Contract or renewal period, DHCD will cease sending listings to the Contractor. Properties listed, but not yet sold at the end of the Contract or renewal period will continue to be listed by the Contractor under the same terms and conditions as imposed by the Contract, until sold, the listing expires, or until it is returned to DHCD. If, at the end of the Contract or renewal period the property does not sell for a period of six months, or the remaining listing contract term, it will be returned to DHCD for disposition.

2.3 Compensation and Method of Payment

DHCD will establish a “not to exceed” amount for all services to be rendered by the Contractor. This amount shall become part of the Contract and shall include:

- A. A percentage of the price of each property sold, according to the Contractor’s Price Proposal.
- B. Monthly reimbursement of the cost of authorized repairs/rehabilitation. The Contractor shall be reimbursed upon submission of proof of payment for the verified repairs/rehabilitation, and, at DHCD’s discretion, an acceptance inspection by DHCD.
- C. Monthly reimbursement for authorized winterization/dewinterization of systems as needed, grass maintenance, vandalism repairs, removal of interior and exterior garbage and debris, rodent and insect infestation control. Contractor shall be reimbursed for costs upon presentation and approval by DHCD, of invoices itemizing costs incurred.

2.4 Contractor Responsibilities

The Contractor will assume sole responsibility for all work to be performed under the Contract. DHCD will consider the Contractor to be its sole point of contact with regard to contractual matters.

2.5 Indemnification

The Contractor will agree to indemnify and hold harmless DHCD and the State from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data or records pertaining to the Contract by the Contractor and its employees.

2.6 Contract Affidavit

If a Contract is awarded as a result of this solicitation, only the successful Offeror will be required to complete a “Contract Affidavit”, Attachment C, and return an original signed copy to the Procurement Officer within 10 days of notification of contract award. **A copy of this form is included as Attachment C of the RFP for information purposes only and is not required to be submitted with any solicitation document.**

2.7 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment E, entitled Living Wage Requirements for Service Contracts, and Attachment F, entitled Affidavit of Agreement, Living Wage). **If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine the Offeror to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

2.8 Prompt Payment Requirements

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, Section 23 (see Attachment A). Additional information is available on the GOMA website at www.mdminoritybusiness.com

3. SCOPE OF SERVICES

3.1 Background Information

The Department of Housing and Community Development (DHCD), a principal department of the State of Maryland (State) is seeking the services of a real estate company (the Contractor) to provide real estate services for real property assets acquired by DHCD through the Division of Credit Assurance (DCA), known as the Real Estate Owned (REO) portfolio.

In its role as a housing finance agency, DHCD takes possession of certain properties whose owners can no longer fulfill the obligation of their mortgage held by the agency. These foreclosed REO properties are located throughout the State. The Contractor will rehabilitate (when so directed by DHCD), repair, market and sell the properties and will be responsible for maintenance and security and such other provisions as described in the Scope of Services. Time is of the essence in performing these services, in order to maintain the security and ensure the integrity of the properties.

3.2 Contractor Duties

Essential duties of the Contractor will include:

- A. Securing the property from the point the Contractor accepts the assignment of the property through the settlement of the sale; and providing winterization/dewinterization of systems as needed, grass maintenance, removal of interior and exterior garbage and debris, and rodent and insect infestation control. The Contractor will be reimbursed by DHCD for these costs as provided in Section 2.3.
- B. Providing a Broker's Price Opinion (BPO) on all properties. The BPO will include three comparables utilizing information from property assessments, the Metropolitan Regional Information System (MRIS), and other factors such as neighborhood analysis, size and condition of property, market conditions, economic determinants impacting the value of the property. NOTE: The listing sales price will be determined by DHCD and must be approved, in writing, by the DCA Director, or his Designee.
- C. Establishing a marketing strategy that includes all of the types of advertising (listing the property on MRIS, the Contractor's web page, open houses, signage, lock boxes, and other forms of advertising) that is normally associated with successful real estate sales. Costs of all forms of marketing utilized by the Contractor shall be the responsibility of the Contractor.
- D. Maintaining an office to service listings within Greater Baltimore area, where the majority of the listings are located. NOTE: As of 09/17/08, the REO portfolio is comprised of an inventory of 53 properties (including both active listings and foreclosed properties in the pipeline). This is currently a representative number; however, the actual number of properties may vary widely, depending on the future work of our lending arm.

<u>Location</u>	<u># Units</u>
Alleghany County	3
Anne Arundel	2

Baltimore City	14
Baltimore County	5
Carroll County	2
Charles County	3
Howard County	1
Montgomery County	2
Prince Georges County	11
Queen Annes County	1
Somerset County	1
St. Marys County	3
Washington	4
Wicomico	1
TOTAL	53

- E. Inspection of the property for making written recommendations for repair/rehabilitation work, and recommendations regarding property enhancements for marketability. Selection of subcontractors and supervision of repairs/rehabilitation of the properties. Verification of completion of specified work in accordance with approved recommendations. The Contractor shall notify DHCD that work has been completed. The Contractor will be reimbursed by DHCD for these costs as provided in Section 2.3. (NOTE: All rehabilitation recommendations must be approved in writing by DHCD prior to undertaking of such work.)
- F. Forwarding offers on the properties to the DHCD for their consideration, through the designated DCA REO contact person. NOTE: The Director, or his assignee, shall review offers on the properties as delivered to them by the Contractor and submit them to the DCA Director for approval. The DCA Director may then, alternatively, make a counter-offer or decline the offer and return the property to the portfolio for further marketing.
- G. Representing DHCD at all settlements on the sale of the REO properties.
- H. After a property has been on the market for the term of the listing contract, submitting a recommendation for disposition of the property to the REO Review Committee, through the designated DCA REO contact person. If the Director determines that conditions warrant, he may at any time direct the property to be returned to DHCD for auction or other disposition.

3.3 Reporting/Documentation

Contractor shall provide the following reports to DHCD and maintain the following documentation during the Contract term:

- A. A notice of confirmation of receipt of assignment of property/properties to be sold. The notice shall be forwarded to the designated DCA REO contact person within 24 hours of receipt by the Contractor of the property/properties assigned.
- B. Offers/counter offers will be sent to DCA via FAX for necessary review and approval/action when received.
- C. Assessments and estimates of repair/rehabilitation work will be faxed to DCA for approval prior to the commencement of any work.

- D. A monthly summary detailing each property assigned to the Contractor showing activity attributed to that property, to be sent to the designated DCA REO contact person.
- E. A monthly report detailing cumulative expenditures related to each property, and reimbursement received to date of same, will be sent to the designated DCA REO contact person and to the DHCD Division of Finance, MHF Finance Section.
- F. A monthly summary report of all sales proceeds accompanied by two (2) copies of the HUD 1 form will be sent, one to the designated DCA REO contact person, and one to the DHCD Division of Finance, MHF Finance Section.
- G. The Contractor will retain at its premises a complete file on each property for the term of the Contract. Files pertaining to any sales not closed at the end of the Contract will be retained until settlement is completed, funds disbursed, Contractor commissions paid, and any escrow accounts resolved/dispensed. DCA will have the right to examine the files on the Contractor's premises during normal business hours and to request the duplication and delivery of same to DCA's offices.

3.4 Estimated Annual REO Sales Information

The following chart represents estimated average annual REO sales information based upon data from the July 1, 2007 through June 30, 2008 period. This estimated annual sales information is not intended to be a guarantee of work effort. The market can change at any time. The following figures are representative of our experience in fiscal year 2008 only. The actual number and prices of REO sales may vary.

	Average annual # sales	Average price per sale	Average annual total sales
Sales from \$0-\$30,000	20	\$ 22,500	\$ 450,000
Sales from \$30,001 - \$75,000	35	\$ 50,000	\$1,750,000
Sales from \$75,001-\$120,000	7	\$100,000	\$ 700,000
Sales over \$120,000	3	\$160,000	\$ 480,000
Total	65		\$3,380,000

4. MINIMUM QUALIFICATIONS

Offerors must submit written evidence and documentation in their Technical Proposal to verify that the following minimum qualifications are met, in order to be considered for contract award:

- A. The Contractor will have a minimum of 5 years experience in working with the sale of REO (foreclosed) properties and associated management of repair/rehabilitation work needed to bring about a sale.
- B. Contractor must have a Maryland Real Estate Broker's License in good standing.

- C. The Contractor must hold membership in the Maryland Association of Realtors, the National Association of Realtors, and the Metropolitan Regional Information System (MRIS) for listing and reporting information about the properties.
- D. The Contractor must have a separate REO or relocation department.
- E. The Contractor must have a significant presence in the Greater Baltimore area, and must also have the ability to provide consistently professional service for properties located throughout the entire state.

5. PROPOSAL FORMAT

5.1 Technical Proposal

- A. The Technical Proposals shall be prepared with a straightforward, concise delineation of the Offeror's capabilities to satisfy all requirements of this solicitation. Offerors are requested to write their technical offers so that their responses correspond to, and are identified with, the specific subsections of the solicitation.
- B. The Technical Proposal may not exceed ten (10) pages, excluding attachments and resumes.
- C. The Technical Proposal must be signed in ink with the firm name and by an authorized officer or employee. Obligations committed by such signatures must be fulfilled.
- D. The Technical Proposal shall contain the following information:
 - 1. A narrative describing the Offeror's approach to the Scope of Services, Section 3 of this RFP.
 - 2. The Offeror must demonstrate in the Technical Proposal that it has an adequate number of locations, and that locations are strategically located within the State so as to be within a reasonable distance from DHCD's REO properties.
 - 3. The Offeror will describe the characteristics that make it capable of effectively handling REO (foreclosed property) rehabilitation, marketing and sales/dispositions throughout the entire state, and will also describe any special qualifications of staff to handle such listings.
 - 4. The Offeror shall indicate the number of listed properties to be serviced that can be simultaneously listed, rehabilitated, if necessary, marketed and sold by the Offeror as required in Scope of Services, Section 3 of this RFP. (See items 3.2.D and 3.4)
 - 5. Copies of all relevant licenses and proof of memberships.
 - 6. Completed Attachment B – Bid/Proposal Affidavit.
 - 7. Completed Attachment D-1, Certified MBE Utilization and Fair Solicitation Affidavit

8. Completed Attachment E, Affidavit of Agreement – Maryland Living Wage Requirements.

5.2 Price Proposal

Offerors shall submit price proposals on Attachment G in a separate sealed envelope captioned as specified in Section 1.7 of this RFP and signed by an official authorized to bind the Offeror.

6. EVALUATION AND AWARD

6.1 Evaluation Proposal Selection Criteria

Offerors will be evaluated on the basis of their ability to handle multiple foreclosed properties at any given time, and their demonstrated ability to market, sell, and rehabilitate/repair (where deemed to be practicable) this type of inventory.

Factors to be considered in the overall evaluation are:

- A. The Offeror's demonstrated ability to rehabilitate, market and sell as many as fifty (50) or more REO properties at any given time.
- B. The Offeror's ability and willingness to service a major concentration of properties in the Greater Baltimore area, as well as remote locations within the state of Maryland
- C. The Offeror's ability and willingness to manage the rehabilitation/repair work in the the Greater Baltimore area, as well as remote locations within the state of Maryland.
- D. The Offeror's indication of demonstrated ability to generate the required monthly reports.

6.2 Price Proposal Selection Criteria

Price Proposals will not be opened until the evaluation of the Technical Proposals is complete. The financial evaluation will be based upon the prices submitted by the Offeror on Attachment G, Price Proposal, and best and final offers, if any. Proposals will be ranked in order from lowest to highest cost to the State. **Offering prices (reflected as a percentage) are to be fully loaded and must include all costs for travel, per diem, marketing, clerical, management, and incidental expenses.** Attachment G must be completed in its entirety and be signed by an individual authorized to bind the firm. **Do not alter or change any wording on the Bid Form. Bids that are obviously unbalanced, or include alteration of the form, omissions, irregularities and/or additional conditions for bids may be deemed unresponsive and rejected.**

6.3 Weighting of Technical and Price Proposals

The Technical Proposal will have greater weight than the Price Proposal in any award determination.

6.4 Award

DHCD will award the Contract to the Offeror whose proposal is determined to be most advantageous to the State, considering both technical and financial factors outlined in this RFP.